

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE CIT GROUP/COMMERCIAL SERVICES, INC.		06/20/2002	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	FUNNOODLE, INC.		
Street Address:	125 East Bethpage Road		
City:	Plainview		
State/Country:	NEW YORK		
Postal Code:	11803		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2107382	FUNNOODLE	
Registration Number:	2459965	ULTRALIGHT FUN FLOAT	
CORRESPONDENCE DATA			
Fax Number:	(310)455-6293		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	310-456-7799		
Email:	Legal@JAKKS.net		
Correspondent Name:	General Counsel		
Address Line 1:	22619 Pacific Coast Highway		
Address Line 4:	Malibu, CALIFORNIA 90265		
NAME OF SUBMITTER:	Mel Kyle		
Signature:	/MEL/		
Date:	11/02/2006		

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TRADEMARK
REEL: 003421 FRAME: 0137

**RELEASE OF TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

This Release of Trademark Collateral Assignment And Security Agreement ("Release") is made as of June 20, 2002 by and between FUNNOODLE INC., a New York corporation ("Debtor"), with its chief executive office at 125 East Bethpage Road, Plainview, New York 11803 and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation, in its capacity as agent ("Agent" and sometimes hereinafter referred to as "Secured Party") for the "Lenders" from time to time party to, and as such quoted term is defined in, the Financing Agreement referred to in the Security Agreement referred to below, having an office at 1211 Avenue of the Americas, New York, New York 10036.

1. Reference is hereby made to Trademark Collateral Assignment and Security Agreement, dated December 27, 2000 filed on the records of the U.S. Patent and Trademark Office at Reel 2230 Frame 0704 (the "Security Agreement"), executed by the Debtor in favor of Secured Party, and creating a security interest in Debtor's Collateral (as defined in the Security Agreement) to secure payment of Debtor's Obligations (as defined in the Security Agreement).

2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Secured Party, effective as of the date hereof, Secured Party hereby terminates the Security Agreement and releases and discharges its security interest in, and lien upon all Collateral.

3. This Release may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument, and any party hereto may execute this Release by signing any such counterpart.

4. This Release shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

**THE CIT GROUP/COMMERCIAL SERVICES, INC.,
As Agent**

By: 

Title: SENIOR VICE PRESIDENT

FUNNOODLE INC.

By: 

Name: Joel M. Bennett

Title: CFO.